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The case is of interest to American readers because the provisions in the Australian Constitution are sufficiently similar to those on which the war powers of our Congress depend, so that the case may be thought a persuasive authority upon the question of the validity of our Food Control Act of August 10, 1917. Indeed, the words of the Australian provision seem rather less broad than the language in our own Constitution. *Cf. United States v. Casey*, noted *supra*.

CONTRACTS—CONSTRUCTION—AMERICAN WATERS AS "WAR REGION."—A ship was chartered under an agreement providing that if the charterers should order her to trade "in the war region," war risk insurance premiums paid by the owners should be refunded to them by the charterers. The ship was trading between Sydney (C. B.), Halifax and Boston when a number of vessels were sunk in one day by a German submarine near Nantucket Lightship. There were no further sinkings in American waters and the submarine was not again reported, but premiums on insurance in these waters were for a time greatly increased. Two days after the sinkings the owners effected war risk insurance at the increased premium, and suit was brought against the charterers to recover the premium so paid. *Held* (the Lord Chancellor dissenting), that the "war region," for the purposes of the agreement in question, must be held to include any waters where for the time being warlike operations were being conducted or were reasonably to be apprehended, or (*per* Lord Dunedin) where the war affected the risk that ships would run; that the plaintiffs had acted reasonably; and that they were entitled to recover the premiums paid. *Dominion Coal Co. v. Maskinonge S. S. Co.* (1918, H. of L.) 118 L. T. Rep. N. S. 115.

The case has, perhaps, more news interest than legal importance. Considering all the circumstances and the apparent object of the provision in question, the construction adopted seems a reasonable one.

CONTRACTS—TRUSTS—THIRD PARTY BENEFICIARY—SUIT BY DONEE-BENEFICIARY.—Land was conveyed by A. to her mother, E., on the latter's promise to A. that she would pay to A.'s daughter, the plaintiff, a certain sum of money that had been invested in the land by A.'s husband, in case E. should ever sell the land or should die without selling it. E. died without having performed her promise. *Held*, that the plaintiff has a valid claim against E.'s executor for the promised amount. *In re Edmundson's Estate* (1918, Pa.) 103 Atl. 277.

In this case the plaintiff was the sole beneficiary of the contract and was a mere donee. She was the daughter of the promisee, but the court rightly makes no reference to this fact. *Cf. Seaver v. Ransom* (1917, App. Div.) 168 N. Y. Supp. 454, discussed in 27 YALE LAW JOURNAL, 563. In the present case the promisor received property, but not as a trustee. The contract created an ordinary conditional debt in favor of a third person.

COURTS-MARTIAL—PERSONS SUBJECT TO MILITARY LAW—PASSENGER ON ARMY TRANSPORT.—A passenger on an army transport returning from France volunteered to stand watch and did so for several days, but finally refused to continue, although ordered so to do by the army officer in charge of the vessel. For disobedience of this order he was sentenced by a court-martial to five years' imprisonment. He applied for a writ of *habeas corpus* to obtain his release from imprisonment. *Held*, that the petitioner was not entitled to be released, since he was subject to the jurisdiction of the court-martial as a person "accompanying or serving with the armies of the United States in the field." *Ex parte Gerlach* (1917, S. D. N. Y.) 247 Fed. 616.

Prior to the enactment of the present Articles of War two classes of civilians were subject to military discipline in time of war: (a) "retainers to the camp"